

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

**ADD-ON**

Meeting Date: November 16, 2005

Division: Mayor Dixie M. Spehar

Bulk Item: Yes ☐ No ☒

Department: BOCC1

Staff Contact Person: Mayor Dixie Spehar

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**AGENDA ITEM WORDING:** Approval to amend the County Administrator's contract regarding the time specifications for evaluations and allowing the use of a county vehicle in lieu of receiving a transportation allowance for his personal vehicle.

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**ITEM BACKGROUND:**

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**PREVIOUS RELEVANT BOCC ACTION:**

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**CONTRACT/AGREEMENT CHANGES:**

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**STAFF RECOMMENDATIONS:**

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**TOTAL COST:** \_\_\_\_\_

**BUDGETED:** Yes ☐ No ☐

**COST TO COUNTY:** \_\_\_\_\_

**SOURCE OF FUNDS:** \_\_\_\_\_

**REVENUE PRODUCING:** Yes ☐ No ☐ **AMOUNT PER MONTH** \_\_\_\_\_ **Year** \_\_\_\_\_

**APPROVED BY:** County Atty \_\_\_\_\_ OMB/Purchasing \_\_\_\_\_ Risk Management \_\_\_\_\_

**DIVISION DIRECTOR APPROVAL:** *Dixie M. Spehar*  
Dixie M. Spehar, Mayor

**DOCUMENTATION:** Included ☒ Not Required \_\_\_\_\_

**DISPOSITION:** \_\_\_\_\_

**AGENDA ITEM #** \_\_\_\_\_

**AMENDMENT TO EMPLOYMENT AGREEMENT  
COUNTY ADMINISTRATOR**

**THIS AMENDMENT** is made and entered into this 16th day of November, 2005, between the Board Of County Commissioners Of Monroe County, Florida, hereinafter "County", and Thomas J. Willi., hereinafter "County Administrator."

WHEREAS, on September 8, 2004, the parties entered into an agreement for County Administrator for the period November 1, 2004, through October 31, 2008; and

WHEREAS, the parties desire to change certain terms due to conditions being changed by the events of Hurricanes Dennis, Katrina, Rita, and Wilma; now therefore,

IN CONSIDERATION OF THE MUTUAL COVENANTS BELOW, IT IS AGREED AS FOLLOWS:

1. Section 8, Base Salary, of the Agreement entered September 8, 2004, shall be amended to read:

As partial consideration for the agreements and services to be performed by the Administrator for the benefit of the BOCC and the County as contained elsewhere in this Agreement, the BOCC will pay to the Administrator, for the period commencing on November 1, 2004, through September 30, 2005, as and for a base salary, the sum of One Hundred Thirty Thousand Dollars (\$130,000.00). For the period commencing on October 1, 2005, through September 30, 2006, the BOCC will pay to the Administrator, as and for a base salary, the sum of One Hundred Forty-Two Thousand Dollars (\$142,000.00) per annum. For purposes of this Agreement, "per annum" will be defined as the fiscal year which commences on October 1st and ends on the following September 30<sup>th</sup>.

A. The salary shall be paid in installments at the same time and in the same manner as other County employees are paid, and will be subject to all legally required deductions. Currently, payments are paid in equal biweekly installments (26 pay periods per annum).

B. The County may, at its option, increase the base salary in such amounts and to such an extent as the BOCC may determine, in its sole discretion, based upon the BOCC's evaluation of the performance of the Administrator. Such evaluation shall be in the form and manner that the BOCC deems appropriate. Both the BOCC and the Administrator agree that nothing in this sub-section shall be interpreted to be a promise, obligation or duty of the BOCC to provide for any increase in base salary, and such decision shall be the sole prerogative of the BOCC, but it is agreed by and between the BOCC and the Administrator that the Administrator shall receive, commencing on October 1, 2005, and thereafter during the term of this Agreement the annual percentage increase of base salary as received by other non-union County employees.

C. The BOCC agrees that at no time during the term of this Agreement will the salary or other benefits provided to the Administrator be decreased once agreed upon by both parties.

2. Section 9, Transportation, of the Agreement entered September 8, 2004, shall be amended to add the following language:

Effective on such date as a County vehicle is assigned to the Administrator, the Administrator shall have the use of a County vehicle instead of the transportation allowance for in-County travel. The monthly travel allowance for the month of the assignment shall be pro-rated



accordingly. Reimbursement for out-of-County travel shall continue as of the date of the assignment of a County vehicle to the Administrator to be made on a per trip basis under applicable Monroe County Code provisions without a mileage calculation.

3. Section 15, Annual Leave, etc., Paragraph A shall be amended to read as follows:

A. The Administrator will earn and be credited with annual leave at a rate per month equal to the highest rate earned by any other employee or officer of the BOCC. The Administrator may accumulate annual leave without limit and no unused annual leave shall be forfeited due to nonuse, any provisions of the Personnel Policies and Procedures Manual to the contrary notwithstanding; however, the Administrator and BOCC agree that the Administrator must take five (5) days of annual leave during each fiscal year, starting with the second year of the employment agreement, with at least five days being consecutive.

4. Section 20, Performance Evaluation, of the Agreement entered September 8, 2004, shall be amended to read as follows:

The BOCC and Administrator shall annually define goals, performance objectives, relative priorities, and time lines for performance which the BOCC and Administrator mutually agree are minimally necessary for the proper operation of county government and achievement of the BOCC's policy objectives. The mutual agreement may be memorialized by a Resolution or Resolutions of the BOCC, and the Resolution or Resolutions may become the basis for review and evaluation of the Administrator's work performance. A review and performance evaluation of the Administrator may be conducted at least once during each fiscal year, and more often as the BOCC may deem appropriate. During the first ninety (90) days of this Agreement, the BOCC and Administrator may mutually agree upon the format and form of the evaluation instrument to be used for purposes stated in this section.

5. All other provisions of the September 8, 2004 agreement, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

\_\_\_\_\_  
Mayor/Chairman

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

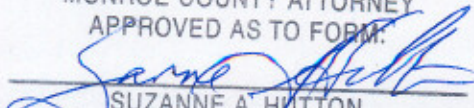
By: \_\_\_\_\_

Deputy Clerk

COUNTY ADMINISTRATOR

\_\_\_\_\_  
Thomas J. Willi.

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:

  
SUZANNE A. HUTTON

ASSISTANT COUNTY ATTORNEY

Date

11/14/05